

0-184A092

No.

Date JUL 2 1980

Fee \$ 10.00

ICC Washington, D. C.

RICHMOND LEASING COMPANY

1700 West Loop South

Suite 1500

Houston, Texas 77027

July 2, 1980

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 11618-2 Filed 1425

JUL 2 1980 - 2 50 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission thereunder, there is submitted herewith for filing and recordation three (3) executed counterparts of a Fourth Supplement to Equipment Trust Agreement dated as of June 30, 1980, among Mercantile National Bank at Dallas, Richmond Leasing Company, and Teachers Insurance and Annuity Association of America, relating to railroad cars used or intended for use in connection with interstate commerce.

The address of Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027, and the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

The Fourth Supplement has been executed in connection with an Equipment Trust Agreement dated as of August 15, 1979 (including a First Supplement to Equipment Trust Agreement, a Second Supplement to Equipment Trust Agreement and a Third Supplement to Equipment Trust Agreement), and filed with the Interstate Commerce Commission on March 31, 1980, and which has been assigned the following recordation number: 11618.

Enclosed is a check to cover the recordation fee.

You are hereby authorized to deliver one executed copy of the Fourth Supplement with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By 
Vice-President

RECEIVED
JUL 2 2 45 PM '80
I.C.C.
FEE OPERATION BR.

RECEIVED

Interstate Commerce Commission
Washington, D.C. 20423

7/2/80

OFFICE OF THE SECRETARY

Jim Herring, Atty
Vice President
Richmond Leasing Company
1700 West Loop South
Suite 1500, Houston, Texas 77027

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/2/80** at **2:50pm**, and assigned re-recording number(s). **11613-I**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 11618-2 Filed 1425

JUL 2 1980 -2 50 PM

INTERSTATE COMMERCE COMMISSION

FOURTH SUPPLEMENT TO
EQUIPMENT TRUST AGREEMENT

FOURTH SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT

dated as of June 30, 1980 (hereinafter called this "Fourth Supplement"), to the Equipment Trust Agreement dated as of August 15, 1979 (hereinafter, as amended by the First, Second and Third Supplements hereinafter referred to, called the "Trust Agreement"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter in such capacity called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

Preliminary Statement

The Trust Agreement was filed with the Interstate Commerce Commission on March 31, 1980, under Recordation No. 11618.

The First Supplement to Equipment Trust Agreement dated as of May 1, 1980 (the "First Supplement") was filed with the Interstate Commerce Commission on May 1, 1980.

The Second Supplement to Equipment Trust Agreement dated as of June 2, 1980 (the "Second Supplement") was filed with the Interstate Commerce Commission on June 2, 1980.

The Third Supplement to Equipment Trust Agreement dated as of June 30, 1980 (the "Third Supplement") was filed with the Interstate Commerce Commission on June 30, 1980.

The parties desire to amend the Trust Agreement and the text of the Trust Certificates as provided herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended as follows:

(a) the first sentence of the fourth paragraph of the fourth recital, Form of Trust Certificate, is amended to read as follows:

"As a compulsory sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before the last day of March, June, September, and December of each year, commencing September 30, 1980, and continuing to and including June 30, 1992, of rental in an amount sufficient to redeem 1/48th of the aggregate principal amount of the Trust Certificates outstanding on July 15, 1980, in accordance with Section 5.04(b)(4) of the Agreement."

(b) Section 5.04(b)(4), Rental Payments, is amended to read as follows:

"(4) as a compulsory sinking fund for the Trust Certificates, on or before each Interest Payment Date commencing September 30, 1980, and continuing to and including June 30, 1992, an amount in cash sufficient to redeem in accordance with Section 3.01 hereof 1/48th of the aggregate principal amount of Trust Certificates

outstanding on July 15, 1980;"

2. The Trust Certificates outstanding on the date hereof are hereby amended in the first sentence of the fourth paragraph to read as set forth in Section 1(a) hereof.

3. Any provision of Article Two of the Trust Agreement to the contrary notwithstanding, the Trustee, in accordance with Section 2.05(f), shall issue a new Trust Certificate or Trust Certificates in exchange and substitution for any Trust Certificate or Trust Certificates presented to the Trustee to evidence the amendment effected by Section 2 hereof.

4. The Long-Term Purchaser and the Interim Purchaser each severally consents to such amendment of the Trust Agreement and the Trust Certificates.

5. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

6. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

7. Terms used in this Fourth Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

8. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement


and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the First Supplement, Second Supplement, the Third Supplement and this Fourth Supplement.

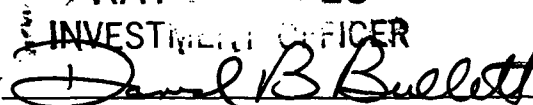
9. This Fourth Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

10. This Fourth Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Fourth Supplement. This Fourth Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By 
KATE GRIMES

By 
DAVID B. BULLETT

VICE PRESIDENT

[Corporate Seal]

Attest:

Attest:

[Corporate Seal]

Attest:

MERCANTILE NATIONAL BANK AT
DALLAS, Trustee

By _____
Trust Officer

MERCANTILE NATIONAL BANK AT
DALLAS, Interim Purchaser

By _____
Trust Officer

RICHMOND LEASING COMPANY

By _____

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **KATE GRIMES**, ~~INVESTMENT OFFICER~~ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 1980.

[Notarial Seal]

Adrienne T. Martorano
Notary Public

ADRIENNE T. MARTORANO
Notary Public, State of New York
No. 41-4704569
Qualified in Queens County
Commission Expires Mar. 30, 1981

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **DAVID B. FULLETT**, ~~Wife Free~~ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 1980.

[Notarial Seal]

Adrienne T. Martorano
Notary Public

ADRIENNE T. MARTORANO
Notary Public, State of New York
No. 41-4704569
Qualified in Queens County
Commission Expires Mar. 30, 1981

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of June, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an _____ of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed, and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of June, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an _____ of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed, and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim Herring, Vice President of RICHMOND LEASING COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of RICHMOND LEASING COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____
day of June, 1980.

[Notarial Seal]

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

FOURTH SUPPLEMENT TO
EQUIPMENT TRUST AGREEMENT

FOURTH SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT

dated as of June 30, 1980 (hereinafter called this "Fourth Supplement"), to the Equipment Trust Agreement dated as of August 15, 1979 (hereinafter, as amended by the First, Second and Third Supplements hereinafter referred to, called the "Trust Agreement"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter in such capacity called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

Preliminary Statement

The Trust Agreement was filed with the Interstate Commerce Commission on March 31, 1980, under Recordation No. 11618.

The First Supplement to Equipment Trust Agreement dated as of May 1, 1980 (the "First Supplement") was filed with the Interstate Commerce Commission on May 1, 1980.

The Second Supplement to Equipment Trust Agreement dated as of June 2, 1980 (the "Second Supplement") was filed with the Interstate Commerce Commission on June 2, 1980.

The Third Supplement to Equipment Trust Agreement dated as of June 30, 1980 (the "Third Supplement") was filed with the Interstate Commerce Commission on June 30, 1980.

The parties desire to amend the Trust Agreement and the text of the Trust Certificates as provided herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended as follows:

(a) the first sentence of the fourth paragraph of the fourth recital, Form of Trust Certificate, is amended to read as follows:

"As a compulsory sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before the last day of March, June, September, and December of each year, commencing September 30, 1980, and continuing to and including June 30, 1992, of rental in an amount sufficient to redeem 1/48th of the aggregate principal amount of the Trust Certificates outstanding on July 15, 1980, in accordance with Section 5.04(b)(4) of the Agreement."

(b) Section 5.04(b)(4), Rental Payments, is amended to read as follows:

"(4) as a compulsory sinking fund for the Trust Certificates, on or before each Interest Payment Date commencing September 30, 1980, and continuing to and including June 30, 1992, an amount in cash sufficient to redeem in accordance with Section 3.01 hereof 1/48th of the aggregate principal amount of Trust Certificates

outstanding on July 15, 1980;"

2. The Trust Certificates outstanding on the date hereof are hereby amended in the first sentence of the fourth paragraph to read as set forth in Section 1(a) hereof.

3. Any provision of Article Two of the Trust Agreement to the contrary notwithstanding, the Trustee, in accordance with Section 2.05(f), shall issue a new Trust Certificate or Trust Certificates in exchange and substitution for any Trust Certificate or Trust Certificates presented to the Trustee to evidence the amendment effected by Section 2 hereof.

4. The Long-Term Purchaser and the Interim Purchaser each severally consents to such amendment of the Trust Agreement and the Trust Certificates.

5. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

6. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

7. Terms used in this Fourth Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

8. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement

and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the First Supplement, Second Supplement, the Third Supplement and this Fourth Supplement.

9. This Fourth Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

10. This Fourth Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Fourth Supplement. This Fourth Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

By _____

[Corporate Seal]

Attest:

[Signature]

Trust Administrative Officer

Attest:

[Signature]

Banking Officer

[Corporate Seal]

Attest:

MERCANTILE NATIONAL BANK AT
DALLAS, Trustee

By

[Signature]

Trust Officer

MERCANTILE NATIONAL BANK AT
DALLAS, Interim Purchaser

By

Max R. Hefner - U.P.

~~Trust Officer~~

RICHMOND LEASING COMPANY

By

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

Notary Public

THE STATE OF TEXAS §
COUNTY OF DALLAS §

On this 30 day of June, 1980, before me personally appeared Siann Alden, to me personally known, who being by me duly sworn, says that he is an Administrative Officer of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed, and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 1980.

[Notarial Seal]

Carol Starbuck
NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

THE STATE OF TEXAS §
COUNTY OF DALLAS §

On this 30 day of June, 1980, before me personally appeared Max R. Hyman, to me personally known, who being by me duly sworn, says that he is an Under President of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed, and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 1980.

[Notarial Seal]

Carol Starbuck
NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim Herring, Vice President of RICHMOND LEASING COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of RICHMOND LEASING COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

FOURTH SUPPLEMENT TO
EQUIPMENT TRUST AGREEMENT

FOURTH SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT

dated as of June 30, 1980 (hereinafter called this "Fourth Supplement"), to the Equipment Trust Agreement dated as of August 15, 1979 (hereinafter, as amended by the First, Second and Third Supplements hereinafter referred to, called the "Trust Agreement"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter in such capacity called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

Preliminary Statement

The Trust Agreement was filed with the Interstate Commerce Commission on March 31, 1980, under Recordation No. 11618.

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The Third Supplement to Equipment Trust Agreement dated as of June 30, 1980 (the "Third Supplement") was filed with the Interstate Commerce Commission on June 30, 1980.

The parties desire to amend the Trust Agreement and the text of the Trust Certificates as provided herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended as follows:

(a) the first sentence of the fourth paragraph of the fourth recital, Form of Trust Certificate, is amended to read as follows:

"As a compulsory sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before the last day of March, June, September, and December of each year, commencing September 30, 1980, and continuing to and including June 30, 1992, of rental in an amount sufficient to redeem 1/48th of the aggregate principal amount of the Trust Certificates outstanding on July 15, 1980, in accordance with Section 5.04(b)(4) of the Agreement."

(b) Section 5.04(b)(4), Rental Payments, is amended to read as follows:

"(4) as a compulsory sinking fund for the Trust Certificates, on or before each Interest Payment Date commencing September 30, 1980, and continuing to and including June 30, 1992, an amount in cash sufficient to redeem in accordance with Section 3.01 hereof 1/48th of the aggregate principal amount of Trust Certificates

outstanding on July 15, 1980;"

2. The Trust Certificates outstanding on the date hereof are hereby amended in the first sentence of the fourth paragraph to read as set forth in Section 1(a) hereof.

3. Any provision of Article Two of the Trust Agreement to the contrary notwithstanding, the Trustee, in accordance with Section 2.05(f), shall issue a new Trust Certificate or Trust Certificates in exchange and substitution for any Trust Certificate or Trust Certificates presented to the Trustee to evidence the amendment effected by Section 2 hereof.

4. The Long-Term Purchaser and the Interim Purchaser each severally consents to such amendment of the Trust Agreement and the Trust Certificates.

5. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

6. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

7. Terms used in this Fourth Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

8. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement

and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the First Supplement, Second Supplement, the Third Supplement and this Fourth Supplement.

9. This Fourth Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

10. This Fourth Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Fourth Supplement. This Fourth Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

By _____

[Corporate Seal]

Attest:

Attest:

[Corporate Seal]

Attest:

Esther V. Davis
Assistant Secretary

MERCANTILE NATIONAL BANK AT
DALLAS, Trustee

By _____
Trust Officer

MERCANTILE NATIONAL BANK AT
DALLAS, Interim Purchaser

By _____
Trust Officer

RICHMOND LEASING COMPANY

By *Jim Leming*

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of June, 1980.

[Notarial Seal]

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of June, 1980.

[Notarial Seal]

Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of June, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an _____ of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed, and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of June, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is an _____ of MERCANTILE NATIONAL BANK AT DALLAS, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed, and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of June, 1980.

[Notarial Seal]

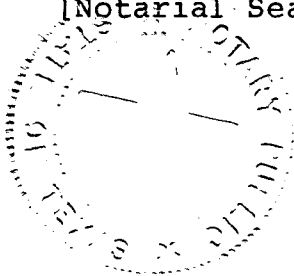
NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jim Herring, Vice President of RICHMOND LEASING COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of RICHMOND LEASING COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 1980.

[Notarial Seal]



Adelia M. Castro
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

ADELIA M. CASTRO

Notary Public in and for the State of Texas
My Commission expires March 6, 1984